

PARKER POE

PARKER POE ADAMS & BERNSTEIN L.L.P.

Attorneys and Counselors at Law

Faye A. Flowers

Special Counsel

Telephone: 803.253.8912

Direct Fax: 803.255.8017

fayeflowers@parkerpoe.com

1201 Main Street

Suite 1450

P.O. Box 1509

Columbia, SC 29202-1509

Telephone 803.255.8000

Fax 803.255.8017

www.parkerpoe.com

May 4, 2004

Via Hand Delivery

The Honorable Bruce Duke

Acting Executive Director

Public Service Commission of South Carolina

Post Office Drawer 11649

Columbia, SC 29211

***Re: Petition of Verizon South Inc. for Arbitration of an Amendment to
Interconnection Agreements with Competitive Local Exchange Carriers
and Commercial Mobile Radio Service Providers in South Carolina Pursuant to
Section 252 of the Communications Act of 1934, as amended, and the Triennial
Review Order
Docket No. 2004-0049-C***

Dear Mr. Duke:

I am writing on behalf of US LEC of South Carolina Inc. ("US LEC") to respond to the filings by Verizon South Inc. on April 14, 2004 and April 27, 2004 in the above-referenced Docket.

On April 12, 2004, US LEC filed a Response to the above-referenced Petition and set forth US LEC's list of disputed issues based on the negotiations that US LEC and Verizon had engaged in prior to Verizon's filing of its Petition. Since the filing of the Petition and Response, US LEC and Verizon have re-initiated negotiations and have made some progress on some tentative agreements on language. For the most part, however, the issues listed in US LEC's April 12, 2004 filing remain open and unresolved. Accordingly, US LEC asks that the Commission consider the April 12, 2004 as its list of disputed items that Verizon requested to be filed by May 4, 2004 by the various CLECs that are parties to this proceeding, with certain exceptions.

In reviewing the Verizon list of disputed items in its April 27th filing, US LEC believes that Verizon and US LEC have resolved the Legal Issue 1 (adding a "Whereas" clause to

CHARLESTON, SC

CHARLOTTE, NC

RALEIGH, NC

SPARTANBURG, SC

The Hon. Bruce Dukes
May 4, 2004
Page 2

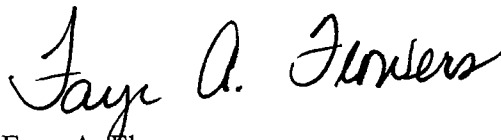
incorporate the existence of the *USTA II* decision), Legal Issue 7 (language on newly built FTTH), Legal Issue 14 (access to line sharing), and partial closes to a number of the sections, except for the dispute of Legal Issue 3 – the Verizon language that it need provide access to UNEs or combinations of UNEs “only to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51”).

US LEC submits that the method by which Verizon seeks to have its Petition considered by the Commission is unfair to US LEC. We have undertaken the time and effort to engage in good faith negotiations with Verizon and, based on our business plan, wish an opportunity to receive the benefit of our negotiations, as certain provisions of the TRO Amendment are more important to us than others. The “one size fits all” TRO Amendment that Verizon seeks to have approved because certain CLECs or CMRS providers have failed to come to the table should **not** be foisted upon US LEC.

US LEC, therefore, objects to Verizon's procedural schedule and its proposal that the various CLEC's disputed issues be aggregated without any one individual CLEC being able to challenge Verizon's claims in its Petition and provide testimony on the various issues that are important to that CLEC. Verizon claims that the issues are either purely legal or a mix of legal and policy, and, therefore no testimony or fact-finding is required. US LEC disagrees. For example, Verizon is proposing time limits for transitions of UNEs that it may claim are no longer subject to the unbundling requirement of Section 251(c)(3) of the Act. Verizon has arbitrarily selected 30 days as the time in which a carrier must transition such services or have possible service interruptions. US LEC suggests that testimony is needed to demonstrate the need for additional time to transition based on imbedded circuits and other facts that face the carrier and Verizon so that a sufficient time to address the needs of both companies is decided.

Accordingly, US LEC believes that direct testimony and rebuttal testimony is required as well as a hearing, especially for those CLECs, like US LEC, that have been negotiating in good faith and have specific business plans on which such negotiations have been focused.

Sincerely,

A handwritten signature in black ink, reading "Faye A. Flowers". The signature is written in a cursive, flowing style.

Faye A. Flowers

FAF:cs

PARKER POE ADAMS & BERNSTEIN

The Hon. Bruce Dukes
May 4, 2004
Page 3

cc: Richard Chapkis, Esq. - Via Email to richard.chapkis@verizon.com
M. John Bowen, Esq. - Via Email to JBowen@MCNAIR.NET
John J. Pringle, Jr., Esq. - Via Email to jpringle@ellislawhorne.com
Joshua M. Bobeck, Esq. - Via Email to jmbobeck@swidlaw.com
Steven W. Hamm, Esq. - Via Email to shamm@rpcrlaw.com
Robert E. Tyson, Esq. - Via Email to rtyson@sowell.com
Gene V. Coker, Esq. - Via Email to gcoker@att.com
Darra W. Cothran, Esq. - Via Email to dwcothran@wchlawn.com
Florence P. Belser, Esq. - Via Email florence.belser@psc.state.sc.us
F. David Butler, Esq. - Via Email to david.butler@psc.state.sc.us